

RECORDATION NO. 9625-A Filed 1425

MAR 30 1979 - 3 00 PM

INTERSTATE COMMERCE COMMISSION

9-089A082

FILE

Date MAR 30 1979

Fee \$ 10.00

Washington, D. C.

Interstate Commerce Commission
Washington, D. C.

Gentlemen:

Enclosed for recordation under the provisions of 49 USC 11303 (formerly Section 20c of the Interstate Commerce Act), as amended, are the original and four counterparts of the First Supplement to the Security Agreement-Trust Deed dated as of December 15, 1978.

The original Security Agreement-Trust Deed dated as of July 1, 1978 was filed and recorded with the Interstate Commerce Commission on August 7, 1978 at 2:20 p.m. and assigned recordation No. 9625.

The names and addresses of the parties are:

Debtor: Crocker National Bank
79 New Montgomery Street
San Francisco, California 94105

Secured Party: Mercantile-Safe Deposit and
Trust Company
Two Hopkins Plaza
P. O. Box 2258
Baltimore, Maryland 21203

The undersigned is the Debtor mentioned in the enclosed document and has knowledge of the matters set forth therein.

Please return the original and two copies of the First Supplement to the Security Agreement-Trust Deed to Michael G. McGee, Chapman and Cutler, 111 West Monroe Street, Chicago, Illinois 60603.

Also enclosed is a check in the amount of \$50.00 covering the required recording fee.

Very truly yours,

CROCKER NATIONAL BANK

RECEIVED
I.C.C.
OPERATION BR.

Edmund P. [Signature]
PRESIDENT

MAR 30 2 53 PM '79

DEBTOR AS AFORESAID

Enclosures

RECEIVED

Counterpart C.F. Kennedy

DESCRIPTION OF ITEMS OF EQUIPMENT

Manufacturer of Equipment: Portec, Inc.

Description and Mark and Number:

Type A: 115 fully enclosed, tri-level auto racks with end doors, which shall bear Railroad's rack identifying numbers BN 4456 through BN 4510, both inclusive, and BN 4521 through BN 4580, both inclusive.

Type B: 25 fully enclosed, bi-level auto racks with end doors, which shall bear Railroad's rack identifying numbers BN 7000 through BN 7024, both inclusive.

Type C: 40 enclosed tri-level auto racks without end doors, which shall bear Railroad's rack identifying numbers BN 4416 through BN 4455, both inclusive.

Type D: 10 enclosed, tri-level auto racks with end doors, without roofs, which shall bear Railroad's rack identifying numbers BN 3000 through BN 3009, both inclusive.

Maximum Aggregate Purchase Price of Equipment: \$6,549,200

Place of Delivery: Novi, Michigan and Clinton, Illinois

Outside Delivery Date: June 30, 1979

SCHEDULE A

Interstate Commerce Commission
Washington, D.C. 20423

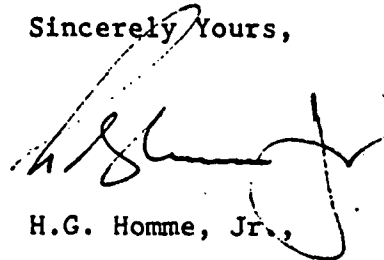
OFFICE OF THE SECRETARY

Michael G. McGee
Chapman and Cutler
111 West Monroe Street
Chicago Illinois 60603

Dear Mr McGee:

The enclosed document(s) was recorded pursuant to the provisions of Section 20(c) of the Interstate Commerce Act, 49 U.S.C. 20(c), on March 30 1979 at 3:00 PM , and assigned recordation number(s) 9624-A and 9625-A

Sincerely Yours,



H.G. Homme, Jr.,
Secretary

Enclosure(s)

SE-30-T
(2/78)

RECORDATION NO. *96-25-19* Filed 1425

MAR 30 1979 - 3 00 PM

INTERSTATE COMMERCE COMMISSION

FIRST SUPPLEMENT
TO
SECURITY AGREEMENT-TRUST DEED

Dated as of December 15, 1978

From

CROCKER NATIONAL BANK,
as Debtor

To

MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY,
as Secured Party

(Burlington Northern No. 78-3)

(190 Auto Racks)

FIRST SUPPLEMENT TO THE SECURITY AGREEMENT-
TRUST DEED dated as of December 15, 1978, among CROCKER
NATIONAL BANK, a national banking association (the "Debtor"),
whose post office address is 79 New Montgomery Street,
San Francisco, California 94105, and MERCANTILE-
SAFE DEPOSIT AND TRUST COMPANY (the "Secured Party"), whose
post office address is Two Hopkins Plaza, P. O. Box 2258,
Baltimore, Maryland 21203.

WITNESSETH:

WHEREAS, the Debtor and the Secured Party have heretofore
entered into a Security Agreement-Trust Deed dated as of July 1,
1978 (the "Original Security Agreement"), which Original Security
Agreement was filed and recorded in the office of the Secretary
of the Interstate Commerce Commission at 2:20 P.M. on August 7,
1978 and given Recordation No. 9625;

WHEREAS, all necessary parties have consented to the
execution by the Debtor and the Secured Party of this First
Amendment; and

WHEREAS, the Debtor and the Secured Party now desire to
amend the Original Security Agreement in the manner hereinafter
provided;

NOW, THEREFORE, in consideration of the premises and
other good and valuable consideration, the receipt whereof is
hereby acknowledged, the Debtor and the Secured Party hereby agree
that the Original Security Agreement is hereby amended in the
following respects:

1. The initial sentence of Recital A of the Original
Security Agreement is hereby amended to read in its entirety as
follows:

"The Debtor and the Secured Party have entered
into a Participation Agreement dated as of July 1,
1978 (the "Participation Agreement") with Burlington
Northern Inc., a Delaware corporation (the "Lessee")
and John Hancock Mutual Life Insurance Company (the
"Note Purchaser") providing for the commitment of the
Note Purchaser to purchase on certain dates therein
provided not later than June 30, 1979, the 9-1/2%
Secured Notes (the "Notes") of the Debtor not exceeding
an aggregate principal amount of \$4,500,000."

2. Schedule 2 to the Original Security Agreement is
hereby amended to read in its entirety as follows:

DESCRIPTION OF EQUIPMENT

<u>Number of Items</u>	<u>Description</u>	<u>Identifying Mark and Numbers (Both Inclusive)</u>
115	Fully enclosed, tri-level auto racks with end doors.	BN 4456-4510 and BN 4521-4580
25	Fully enclosed, bi-level auto racks with end doors.	BN 7000-7024
40	Enclosed tri-level auto racks without end doors.	BN 4416-4455
10	Enclosed tri-level auto racks with end doors and without roofs.	BN 3000-3009

SCHEDULE 2 (to Security Agreement)

3. The first sentence of the second paragraph of Exhibit A to the Original Security Agreement is hereby amended to read in its entirety as follows:

"This Note is one of the 9-1/2% Secured Notes of the Company not exceeding \$4,500,000 in aggregate principal amount (the "Notes") issued under and pursuant to the Participation Agreement dated as of July 1, 1978 among the Company, BURLINGTON NORTHERN INC. (the "Lessee") and MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY (the "Secured Party") and also issued under and equally and ratably with said other Notes secured by that certain Security Agreement dated as of July 1, 1978 (the "Security Agreement") from the Company to the Secured Party."

This Agreement may be executed in any number of counterparts, all of which together shall constitute a single instrument.

Except to the extent hereby amended, the Original Security Agreement is in all respects ratified, confirmed and approved.

IN WITNESS WHEREOF, the parties hereto have caused this First Amendment to be executed by duly authorized officers or other persons, as of the date first above written.

CROCKER NATIONAL BANK

By _____
Its _____

[CORPORATE SEAL]

ATTEST:

Secretary

MERCANTILE-SAFE DEPOSIT AND
TRUST COMPANY, as Security
Trustee

By 
Its Assistant Vice President

[CORPORATE SEAL]

ATTEST:


Corporate Trust Officer

STATE OF CALIFORNIA)
)
) SS
CITY AND COUNTY OF SAN FRANCISCO)

On this day of , 1978, before me personally appeared _____, to me personally known, who being by me duly sworn, says that he is a _____ of CROCKER NATIONAL BANK, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors; and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Notary Public

(Seal)

My commission expires:

STATE OF MARYLAND)
) SS
CITY OF BALTIMORE)

On this 23rd day of February, 1978, before me personally appeared G. J. Johnston, to me personally known, who being by me duly sworn, says that he is an Assistant Vice President of MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors; and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Notary Public

(Seal)

My commission expires: 7-1-82

FIRST SUPPLEMENT
TO
SECURITY AGREEMENT-TRUST DEED

Dated as of December 15, 1978

From

CROCKER NATIONAL BANK,
as Debtor

To

MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY,
as Secured Party

(Burlington Northern No. 78-3)

(190 Auto Racks)

FIRST SUPPLEMENT TO THE SECURITY AGREEMENT-
TRUST DEED dated as of December 15, 1978, among CROCKER
NATIONAL BANK, a national banking association (the "Debtor"),
whose post office address is 79 New Montgomery Street,
San Francisco, California 94105, and MERCANTILE-
SAFE DEPOSIT AND TRUST COMPANY (the "Secured Party"), whose
post office address is Two Hopkins Plaza, P. O. Box 2258,
Baltimore, Maryland 21203.

WITNESSETH:

WHEREAS, the Debtor and the Secured Party have heretofore
entered into a Security Agreement-Trust Deed dated as of July 1,
1978 (the "Original Security Agreement"), which Original Security
Agreement was filed and recorded in the office of the Secretary
of the Interstate Commerce Commission at 2:20 P.M. on August 7,
1978 and given Recordation No. 9625;

WHEREAS, all necessary parties have consented to the
execution by the Debtor and the Secured Party of this First
Amendment; and

WHEREAS, the Debtor and the Secured Party now desire to
amend the Original Security Agreement in the manner hereinafter
provided;

NOW, THEREFORE, in consideration of the premises and
other good and valuable consideration, the receipt whereof is
hereby acknowledged, the Debtor and the Secured Party hereby agree
that the Original Security Agreement is hereby amended in the
following respects:

1. The initial sentence of Recital A of the Original
Security Agreement is hereby amended to read in its entirety as
follows:

"The Debtor and the Secured Party have entered
into a Participation Agreement dated as of July 1,
1978 (the "Participation Agreement") with Burlington
Northern Inc., a Delaware corporation (the "Lessee")
and John Hancock Mutual Life Insurance Company (the
"Note Purchaser") providing for the commitment of the
Note Purchaser to purchase on certain dates therein
provided not later than June 30, 1979, the 9-1/2%
Secured Notes (the "Notes") of the Debtor not exceeding
an aggregate principal amount of \$4,500,000."

2. Schedule 2 to the Original Security Agreement is
hereby amended to read in its entirety as follows:

DESCRIPTION OF EQUIPMENT

<u>Number of Items</u>	<u>Description</u>	<u>Identifying Mark and Numbers (Both Inclusive)</u>
115	Fully enclosed, tri-level auto racks with end doors.	BN 4456-4510 and BN 4521-4580
25	Fully enclosed, bi-level auto racks with end doors.	BN 7000-7024
40	Enclosed tri-level auto racks without end doors.	BN 4416-4455
10	Enclosed tri-level auto racks with end doors and without roofs.	BN 3000-3009

SCHEDULE 2 (to Security Agreement)

3. The first sentence of the second paragraph of Exhibit A to the Original Security Agreement is hereby amended to read in its entirety as follows:

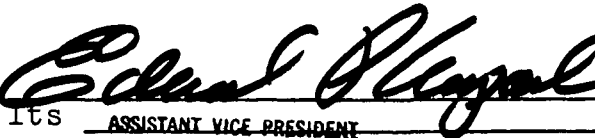
"This Note is one of the 9-1/2% Secured Notes of the Company not exceeding \$4,500,000 in aggregate principal amount (the "Notes") issued under and pursuant to the Participation Agreement dated as of July 1, 1978 among the Company, BURLINGTON NORTHERN INC. (the "Lessee") and MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY (the "Secured Party") and also issued under and equally and ratably with said other Notes secured by that certain Security Agreement dated as of July 1, 1978 (the "Security Agreement") from the Company to the Secured Party."

This Agreement may be executed in any number of counter-parts, all of which together shall constitute a single instrument.

Except to the extent hereby amended, the Original Security Agreement is in all respects ratified, confirmed and approved.

IN WITNESS WHEREOF, the parties hereto have caused this First Amendment to be executed by duly authorized officers or other persons, as of the date first above written.

CROCKER NATIONAL BANK

By 
Its ASSISTANT VICE PRESIDENT

[CORPORATE SEAL]

ATTEST:


ASSISTANT Secretary

MERCANTILE-SAFE DEPOSIT AND
TRUST COMPANY, as Security
Trustee

By _____
Its Assistant Vice President

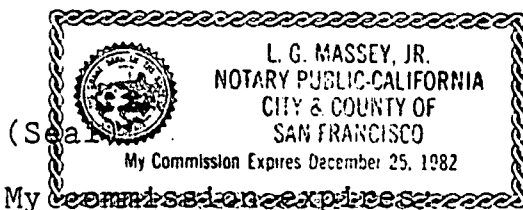
[CORPORATE SEAL]

ATTEST:

Corporate Trust Officer

STATE OF CALIFORNIA)
) SS
CITY AND COUNTY OF SAN FRANCISCO)

On this 26th day of February ¹⁹⁷⁹ 1978, before me personally appeared Edmund P. Wysocki, to me personally known, who being by me duly sworn, says that he is an Assistant Vice President of CROCKER NATIONAL BANK, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors; and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.



Notary Public
L. G. MASSEY, JR.

STATE OF MARYLAND)
) SS
CITY OF BALTIMORE)

On this _____ day of _____, 1978, before me personally appeared _____, to me personally known, who being by me duly sworn, says that he is an Assistant Vice President of MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors; and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

(Seal)

Notary Public

My commission expires: